

## CONTRACT OF EMPLOYMENT

This Agreement is made this 11th day of March, 2016, between THE BOARD OF EDUCATION OF SANDYSTON- WALPACK SCHOOL DISTRICT in Sussex County (hereinafter "the Board")

with offices located at  
100 Route 560 Layton, NJ 07851

and  
Jeanne M. Apryasz, Ed.D. (hereinafter "the Superintendent")

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the school, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the school; and

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education as required by N.J.S.A. 18A: 17-17;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

### **ARTICLE I** **EMPLOYMENT**

The Board hereby agrees to employ Jeanne M. Apryasz, Ed.D. as Superintendent of Schools for the period of July 1, 2016 through the close of business on June 30, 2019. The parties acknowledge that this Contract must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

### **ARTICLE II** **CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

If, at any time during the term of this Contract, the Superintendent's certification(s) is

revoked, this Contract shall be null and void as of the date of the revocation.

The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board Office. (Attached as Exhibit B.)

### ARTICLE III DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the Chief School Administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description and policy adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated into this Contract.

B. To devote the Superintendent's full time, skills, labor and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing or other professional duties for compensation without written permission of the Board. Should the Superintendent choose to engage in such outside activities on weekends, on his/her vacation time, or at other times when s/he is not required to be present in the district, s/he shall retain any honoraria paid. The Superintendent shall notify the Board in the event s/he is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him/her to work long and irregular hours, and occasionally may require that s/he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A: 27-4.1.

D. To non-renew personnel pursuant to N.J.S.A. 18A: 27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him/her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his/her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent,

or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying him/her that his/her employment will be discussed in closed session, and the Superintendent has not requested that a meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

#### **ARTICLE IV** **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. The Superintendent's employment shall be a twelve (12) month per year basis, five (5) days per week, typically Monday through Friday irrespective of the school year calendar and subject to the below noted provisions referencing days off.

2. The Board and the Superintendent herein agree to the Salary Schedule as set forth in Article IV-3 below. The parties further agree, any change in the salary schedule shall be submitted to the Executive County Superintendent for review and approval.

3. Salary. The salary for Jeanne M. Apryas, Ed.D., Superintendent will be as follows:

July 1, 2016 through June 30, 2017 - \$115,000.00

July 1, 2017 through June 30, 2018 - \$115,000.00

July 1, 2018 through June 30, 2019 - \$115,000.00

4. Salary is paid in 24 equal installments, twice per month, in accordance with the policy of the Board governing the payment of other professional staff members in the District. Direct deposit is available.

5. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2019 unless the parties have agreed to a contract extension and that extension has been approved by the Sussex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after June 30, 2019. Any renewal, extension, or modification of this Contract shall comply with the notice provisions

of P.L. 2007,c.53, The School District Accountability Act and N.J.A.C. 6A: 23A-3.1, et.seq.

6. In the event the salary cap regulations expire or are amended, the parties agree to negotiate a salary increase; however, by revisiting this provision, the Board is not bound to grant a salary increase; any such salary increase shall be reflected in an addendum to this contract and shall be subject to the approval of the Executive County Superintendent.

B. Sick Leave. The Superintendent shall receive 12 sick days annually. The Board of Education will grant a bank of 36 days upon employment; which will be reduced by 12 annually accumulated or used sick days a year. The Superintendent shall not be reimbursed for any banked sick days upon retirement. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18 A. Upon retirement from this District, all unused sick days will be reimbursed at the rate of \$100.00 per day. Such payment shall not exceed the greater of 36 days or \$ 3600.00. Any such payment shall be made on an agreed upon schedule as determined by the Board.

C. Professional Membership. The Superintendent shall be entitled to membership at the Board's expense for professional dues in organizations and/or other professional associations (i.e. the following: NJ Association of School Administrators and Sussex County Administrators Association) as deemed vital to our district and approved by the Board of Education. The Superintendent also shall be entitled to reimbursement for pre-approved expenses incurred for attendance at professional conferences within the limit set in the annual budget, which s/he may incur while discharging the duties of Superintendent in accordance with P.L.2007,c.53, The School District Accountability Act and affiliated regulations. (N.J.S.A. 18A: 11-12 and N.J.A.C. 6A: 23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits. The Board shall provide the Superintendent with husband/wife health benefits coverage. The Superintendent shall contribute to the premium costs for all such coverages as set forth in Chapter 78, P.L. 2011 (passed as Senate No. 2937) and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deduction.

Dental Benefits. The Board shall provide the Superintendent, husband/wife dental with the program of care which is provided to all certified, full-time employees of the district.

F. Vacation Leave.

1. The Superintendent shall be entitled to an annual vacation of 25 working days per year, prorated on a monthly basis.

2. The Superintendent shall take his/her vacation time after giving the Board reasonable notice. School vacations do not constitute time off for the Superintendent, unless s/he uses his/her leave time. The Superintendent may take vacation days during the school year, with Board approval. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school

district. The Superintendent shall document the use of accrued vacation days with the School Attendance Official. The Superintendent is entitled to take a total of three (3) consecutive school days at a time for vacation purposes without prior Board approval. For periods of vacation numbering four (4) or more consecutive days while school is in session, the Superintendent must obtain prior Board approval.

3. The Board encourages the Superintendent to take his/her full vacation allotment each year; however, unused vacation days may be carried over by the Superintendent from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. In the event that the Superintendent's Contract is terminated by either party for any reason at any time including the end of any contract term, or expiration, unused vacation time shall not be paid.

G. Holiday Leave. The Superintendent shall be entitled to the following eleven (11) holidays as listed: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.

H. Personal Leave. The Superintendent shall be entitled to four (4) personal days, to attend to personal business with full pay during the work year. Personal days may be taken during the work year. As much advance notice as possible of the request to take personal time will be given to the Board President. Personal day usage shall be reflected on time-off slips filed with the School Attendance Official. Personal days are non-cumulative and non-reimbursable.

I. Bereavement. The Superintendent shall be entitled to up to five (5) consecutive school days or week days if during school breaks, in the event of the death of a spouse, child, or any member of the immediate household. Up to three (3) consecutive school days are allowed at any one time in the event of the death of a parent, mother-in-law, father-in-law, grandparent, brother, sister, brother-in-law, sister-in-law. If bereavement days are not used at the time of the deaths noted, those days are not carried forward. Bereavement days are with full pay.

J. Tuition Reimbursement. The Board shall reimburse the Superintendent at The New Jersey State College rate for up to a maximum of three (3) credits per semester for funds expended in connection with successfully obtaining graduate credit provided graduate work is related directly to his/her duties here under, leads to a degree, and is approved in advance by the Board. Reimbursement to the Superintendent will be made upon presentation of evidence of successful completion of each course of study.

K. Professional Liability. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his/her individual capacity or in his/her official capacity as an agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his/her employment. Any claims for willful misconduct and/or intentional wrong doing and/or activities which do not come within the ordinary scope of the Superintendent's duties are not included in this provision. The Board shall not defend, hold harmless and indemnify the Superintendent against such claims. If, in the good faith opinion of the

Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him/her and the position of the Board in relation thereto, the Superintendent may engage his/her own legal counsel. If the Superintendent prevails against the claim, the Board shall indemnify the Superintendent for the costs of his/her legal defense.

L. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his/her return to the district in the event of an unplanned absence, with the School Attendance Official each time any leave is taken. The Superintendent and the Board shall periodically review the Superintendent's attendance record to assure correctness.

## **ARTICLE V**

### **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to final Board action in closed session to approve the annual evaluation, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, and the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control) and such other criteria as the State Board of Education shall by regulation prescribe.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing and in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1<sup>st</sup> of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the

superintendent is evaluated, as hereinafter provided. On, or prior to June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

## **ARTICLE VI**

### **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. failure to possess/obtain proper certification;
2. revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A.18-A: 17-15, 1;
3. forfeiture under N.J.S.A. 2C: 51-2;
4. mutual agreement of the parties;
5. notification in writing by the Board to the Superintendent on or before July 1, 2018 of the Board's intent not to renew this Contract; or
6. material misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him/her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges. In that event, the suspension shall be in accordance with the rules for tenure charge suspension.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A: 6-8.3 and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least 120 calendar days written notice to the board, filed with the Board Secretary, of his/her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this

contract, except as authorized by paragraphs B and C supra and N.J.S.A. 18A: 17-20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his/her duties in accordance with N.J.S.A. 18A: 27-9, so long as it continues to pay his/her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007,c.53, The School District Accountability Act.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his/her duties, upon the approval of the Commissioner of Education, the Board shall not compensate the Superintendent.

## **ARTICLE VII**

### **RENEWAL - NON RENEWAL**

This Employment Contract shall automatically renew for a term of 3 calendar years, expiring June 30, 2022, unless one or more of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law;
- B. the Board notifies the superintendent in writing, per the above provisions in Article VI, that s/he will not be reappointed at the end of the current term, in which case his/her employment shall cease upon the expiration of this Contract; or
- C. in accordance with such laws and regulations that would require nullification of this Contract.

## **ARTICLE VIII**

### **COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

## **ARTICLE IX**

### **SAVINGS AND CONFLICT CLAUSE**

In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the attachments hereto, the Board's policies or any permissive Federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the attachments hereto, the Board's policies or any such permissive law, unless otherwise prohibited by law.

## **ARTICLE X**

### **RELEASE OF PERSONNEL INFORMATION**

### **PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. She/he shall be entitled to have a representative accompany him/her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his/her file that s/he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him/her shall be destroyed in accordance with the destruction of Public Records Law.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his/her personnel file unless s/he has had an opportunity to review the material. The Superintendent shall acknowledge that s/he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The superintendent shall also have the right to submit a written answer to such material.

## **ARTICLE XI**

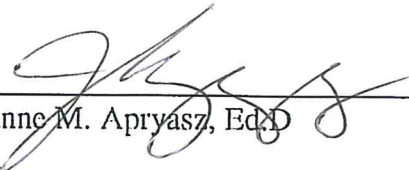
### **MISCELLANEOUS**

The Board acknowledges the importance of receiving the Federal Impact Aid monies each year for the stability of our budget and the general financial well-being for the District. Therefore, the Superintendent must be an active and involved participant in all NAFIS conferences, meetings and workshops, both regional and national. All of the Superintendent's expenses in connection with the Superintendent's attendance of such meetings will be reimbursed by the Board, subject to New Jersey law and regulations. After the Superintendent attends such a meeting, a summary report to the Board of Education should be presented at the next regular Board of Education meeting. It is the Superintendent's responsibility to complete and submit all forms, applications, documents, etc. as needed or necessary before any deadlines. The Superintendent shall keep the Board informed of all activity involving NAFIS and Impact Aid. It is in the best interest of our District that we do all that we can to preserve this funding. However, the parties acknowledge that this funding is subject to appropriation by the Federal government and as such, the amount of aid provided to the district is outside the control of the Superintendent.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment contract effective on the day and year first above written.

SUPERINTENDENT

BOARD OF EDUCATION OF THE  
SANDYSTON-WALPACE SCHOOL  
DISTRICT


  
\_\_\_\_\_  
Jeanne M. Apryas, Ed.D.

  
\_\_\_\_\_  
Joseph Falchetta III, Board President

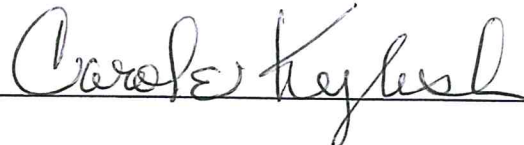
DATE: 3.23.16

DATE: 3-23-16

WITNESS:

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_